

# Driscoll

## ATTORNEY-CLIENT FEE AGREEMENT

I Boscoe Pareesh ("Client"), hereby employ The Driscoll Firm, P.C., and Kyros Law Group, LLC ("Attorneys") to represent me in my claim against the National Football League ("NFL") for damages and injuries resulting from traumatic brain injuries sustained as an NFL player, including Neurocognitive Impairment, Alzheimer's Disease, Parkinson's Disease, Chronic Traumatic Encephalopathy ("CTE"), and Amyotrophic Lateral Sclerosis ("ALS"), also known as Lou Gehrig's Disease. I understand that attorneys will submit and prosecute my claim pursuant to the master settlement agreement reached in the *In Re: National Football League Players' Concussion Injury Litigation*. I understand that Attorneys do not represent me in connection with any potential worker's compensation, contract or warranty claims and do not represent me in connection with any potential medical malpractice claims. Medical negligence, worker's compensation, warranty and contract claims are governed by different statutes of limitation. Attorneys cannot advise Client and are not representing Client in anything other than a traumatic brain injury claim against the NFL. **This Agreement will not take effect and Attorneys have no obligation to provide legal services until Client returns a signed copy of this Agreement.**

- **Free case evaluation:** We will review your claim at no expense to you and agree to represent you without charging you a fee up front.
- **You must approve any settlement:** We cannot bind you to a settlement amount; any settlement must be approved by you.
- **Settlement summary and itemized expense report:** If your claim is successfully resolved, we will disburse your funds to you with a statement that will detail where every single dollar of your settlement goes.
- **No fee unless we recover for you:** As explained below, if we recover no money on your behalf, you will owe us no money for attorneys' fees or expenses.
- **None of your doctors will be sued:** Our representation does not include a medical negligence claim against any individual doctor, and you understand that no such claim is being investigated or pursued.

Client agrees to pay, as compensation for Attorneys' services, forty percent (40%) of all claims or recoveries from and against all sources, persons, or entities. The percentage referenced in this paragraph will be calculated on and subtracted from the gross amount of any recovery obtained before any outstanding expenses incurred by Attorneys (or associated counsel) or other costs have been deducted. Attorneys' fees may be paid via lump sum or in periodic payments through an assignment company at no additional charge to Client.

Client understands that in addition to attorneys' fees, costs and expenses for such things as obtaining copies of medical records; nurse review of medical records, private investigation and witness statements; filing fees; court reporter, videographer and other transcribed or videotaped deposition expenses; expert witness fees; travel expenses; and any other costs or expenses associated with the cost of prosecuting this claim will be deducted from that sum remaining after subtracting the contingency fee outlined above from any recovery, if any. If there is no recovery, Client will not owe Attorneys or any associated counsel any fees or expenses.

Client understands that Attorneys may be representing several individuals in this case, and may incur generic costs necessary to prosecute all of the claims. If that occurs, Client agrees to pay a *pro rata* share of the generic costs of prosecuting this case. Client shall have the right to an accounting of generic costs of the case.

The Driscoll Firm, P.C., and Kyros Law Group, LLC will share in any Attorneys' fees that result from this case. This will not result in any increased attorneys' fees paid by Client. Attorneys' fees will be apportioned as follows: The Driscoll Firm, P.C., will receive eighty percent (80%) of any attorneys' fees, while Kyros Law Group, LLC will receive twenty percent (20%) of any attorneys' fees. Client authorizes Attorneys to retain and associate with additional counsel as they deem appropriate to represent Client's interests. If Attorneys retain additional counsel, Client will not be responsible for any additional attorneys' fees; however, Attorneys may share legal fees with any additional counsel that may be associated or retained.

Attorneys are representing only Client in this matter. Attorneys will provide those legal services reasonably required to represent Client in prosecuting the claim described above. Client agrees to generally cooperate with Attorneys in all matters related to the preparation and presentation of Client's claim. Client understands that Client's claim may be dismissed or otherwise irreparably prejudiced if Attorneys are unable to contact Client and confer upon short notice. Therefore, Client agrees to keep Attorneys informed of Client's current address, telephone number, and whereabouts at all times.

Client hereby gives Attorneys Client's power of attorney to execute all documents connected with the claim for which Attorneys are retained to prosecute, including pleadings, contracts, checks or drafts, settlement agreements, compromises and releases, verifications, dismissals, orders, and all other documents which Client could properly execute.

Attorneys and/or their associated counsel, if any, may withdraw from Client's representation at any time upon reasonable written notice to Client at Client's last known address. Attorneys will maintain Client's file in paper and/or electronic form for two (2) years after this matter is concluded. Two years after the conclusion of this matter, all copies of the file may be destroyed without further notice to Client.

This contract is originated in, and is performable in, the State of Missouri. It is to be governed by Missouri law. In the event of any dispute arising out of this contract, Missouri law shall govern that dispute.

This contract binds Client's heirs, executors, administrators, successors and assignees, and any wards, minors or incompetents as to whom the Client is guardian, next friend or otherwise acting in a representative capacity.

Client understands that based upon the information Client provides regarding date and nature of the brain injury or death, Client's claim may be time barred by applicable statutes of limitation. Nevertheless, Attorneys are willing to investigate whether Client's claim may be prosecuted and/or whether the circumstances involved provide an exception to the statutory time limitation in which these types of cases may be originated.

Attorneys' representation of client does not include any efforts to secure pre-settlement funding, advances, or loans against any recovery Client may obtain in this matter. Such advances or loans are generally not in clients' best interests because they involve very high effective interest rates and have the potential to undermine the attorney-client privilege and the attorney-client relationship. Attorneys will complete paperwork and/or provide information to a third party in connection with Client's application for any pre-

settlement funding, advance, or loan only if Client executes a separate retainer agreement in which Client agrees to pay Attorneys for their services in connection with Client's application at Attorneys' hourly rate.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE CONTRACT

Client Redact

John J. Driscoll

Date: 4/30/15

Social Security Number

Date: 4/30/15